

CONTRACT NO. _____

S A M P L E

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2010, by and between THE JUDICIARY OF THE STATE OF HAWAII, hereinafter called **JUDICIARY**, by its Administrative Director of the Courts, and _____, whose address is _____, hereinafter called **CONTRACTOR**.

W I T N E S S E T H

WHEREAS, JUDICIARY is in need of the goods or services, or both, described in this Agreement and its attachments;

WHEREAS, JUDICIARY issued Request for Proposals No. _____, dated _____, as amended by Addenda, dated _____, seeking competitive sealed proposals TO PROVIDE

TO THE JUDICIARY, STATE OF HAWAII (the Request for Proposals, as amended by the Addenda, is hereinafter referred to as "the RFP").

WHEREAS, JUDICIARY has evaluated all proposals received on _____ in response to the RFP and that CONTRACTOR's proposal dated _____ (hereinafter referred to as "CONTRACTOR's Proposal") is determined to be the most advantageous and of best value to the Judiciary, taking into consideration the price and evaluation factors set forth in the RFP.

WHEREAS, the RFP was issued and the selection of Contractor was made in accordance with: Hawaii Revised Statutes (HRS) Section 103D-303 (Supp. 2002); the rules governing procurement that were adopted by the State of Hawai'i Procurement Policy Board, which is administratively attached to the Department of Accounting and General Services, specifically, Hawaii Administrative Rules, Title 3, Subtitle 11, Chapter 122, Subchapter 6, Sections 3-122-41 through 3-122-61; and the Judiciary's Financial Administration Manual; and

WHEREAS, JUDICIARY desires to engage the CONTRACTOR by reason of CONTRACTOR'S knowledge, competence, and experience, to fulfill the specified purpose, and CONTRACTOR is agreeable to performing under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

A. SCOPE OF WORK. CONTRACTOR shall, in a proper and satisfactory manner as determined by the JUDICIARY and in accordance with the terms and conditions of this Agreement (which includes, as a part hereof, CONTRACTOR's Proposal), TO PROVIDE

TO THE JUDICIARY, STATE OF HAWAII, as specified and in response to RFP No. _____, in strict accordance with the terms and conditions of this Agreement.

It is understood that this Agreement includes as a part hereof RFP No. _____
Dated _____, as amended by Addendum No. _____, which include the Specifications, Special Provisions, and General Conditions dated February 2001, as well as the CONTRACTOR'S offer dated _____, all of which are attached hereto and made a part hereof as though fully set out herein.

B. COMPENSATION.

1. As compensation for the work to be performed by CONTRACTOR, under this Agreement, the JUDICIARY shall, contingent upon availability of funds and subject to the General Conditions, pay to CONTRACTOR the following hourly rates as quoted in Contractor's Offer dated _____.

Description	(A) Hourly Rate	(B) Estimated Block of Hours Per Year	(C) Total Estimated Cost per Year (A) x (B)
Regular Hours*	\$ Per/hr	500 hours	\$
After Hours*	\$ Per/hr	100 hours	\$
Estimated Contract Total Not to Exceed:		600 hours	\$

*Contractor Hourly Rates specified above shall include all applicable taxes.

CONTRACTOR shall keep detailed time sheets, specifying the services performed under this Agreement and the time spent in connection with such services, and shall determine, for each calendar month, the total amount of fees payable to CONTRACTOR for such services.

- 2 Invoices. Within ten (10) working days after the end of each calendar month, CONTRACTOR shall submit to JUDICIARY an invoice, specifying the amount of fees payable to CONTRACTOR for services rendered under this Agreement during the calendar month and certifying that the services for which payment is requested have been performed by

CONTRACTOR in accordance with this Agreement.

3. Final Payment. Final payment under this Agreement shall be made only upon CONTRACTOR'S compliance through the Hawaii Compliance Express. (See Section 3.8.5 of the RFP.)

C. DURATION OF AGREEMENT. The term of the Master Agreement shall be for the period from _____ to _____. Unless terminated, the Master Agreement may be extended for _____ additional 12 month periods without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration of the contract, provided that the contract price for the extended period(s) shall remain the same or lower than the initial contract price, except as provided in Section 3.11, "Pricing Information and Adjustments", of the RFP.

D. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties, any oral or written statements to the contrary notwithstanding. No oral or written communication between the parties which is not expressly included herein, or incorporated by reference, shall be part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
effective as of the date first above written.

THE JUDICIARY, STATE OF HAWAII

By _____
Thomas R. Keller
Administrative Director of the Courts

By _____
Its

By _____
Its

APPROVED AS TO FORM:

Staff Attorney

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me
personally appeared _____, to me personally known, who being by
me duly sworn, did say that he/she is the _____
of _____,
the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign
said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said
instrument as the free act and deed of CONTRACTOR.

Doc. Date: _____ # of Pages: _____

Doc. Description: _____

Notary Public, State of _____

Print/Type Name

Date

My Commission Expires: _____